

1 BILL NO. S-86-03-35

2 SPECIAL ORDINANCE NO. S- Willbros

3 AN ORDINANCE CONFIRMING THE CITY'S  
4 COMMITMENT TO COLLECTIVE BARGAINING  
5 AND NEGOTIATION WITH ITS EMPLOYEES

6 W I T N E S S E T H:

7 WHEREAS, the City has previously committed itself to  
8 collective bargaining with its employees as so stated in a prior  
9 ordinance cited now as Section 20-16(d) of the Municipal Code of  
10 the City of Fort Wayne, Indiana. This provision of the Municipal  
11 Code applies to all city employees and provides as follows:

12 "It is the policy of the City of Fort Wayne to  
13 insure meaningful and conscientious collective  
14 bargaining which results in fair and equitable  
15 wages for all employees of the City."

16 WHEREAS, such commitment to collective bargaining is  
17 further evidenced by the fact that the City currently recognizes  
18 and has labor agreements with nine different labor organizations  
19 three of which operate in the safety sector and six unions which  
20 operate in the non-safety sector those unions being: Firemen and  
21 Oilers; IAM; IBEW; OPEIU; IUOE; and Teamsters;

22 WHEREAS, as stated herein, each such labor organization,  
23 as herein referred to, has a signed labor agreement with the City  
24 which provides for: a defined bargaining unit of representation;  
25 grievance and negotiation procedures; and all other bargainable  
26 matters with respect to terms and conditions of those employees  
27 represented by each such labor organization;

28 WHEREAS, the City has and continues to bargain collec-  
29 tively with each such labor organization with respect to terms  
30 and conditions of employment, including wages, regarding the  
31 employees that each such labor organization represents;

32 WHEREAS, labor organizations with which the City  
bargains and negotiates represents approximately 80% of the



1 City and City Utilities employees of this city.

2 WHEREAS, each labor agreement as executed by and between  
3 the City and each respective labor organization provides for  
4 mutually agreed upon administrative steps to settle disputes as to  
5 contractual interpretations, these administrative steps including  
6 the right to arbitration over contractual disputes;

7 WHEREAS, state law requires that wages for all City  
8 employees be ultimately approved by the Common Council;

9 WHEREAS, each such labor agreement requires good faith  
10 bargaining and negotiation with respect to the establishment of  
11 terms and conditions of employment including wages; and

12 WHEREAS, the City and the Common Council are desirous of  
13 reconfirming and codifying the City's commitment to collective  
14 bargaining and negotiation with its employees in a fashion that  
15 is fiscally responsible, reasonable, fair and equitable to the  
16 public and the employees of this City.

17 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
18 THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

19 SECTION 1. APPLICATION: This ordinance shall apply to  
20 all non-confidential, non-supervisory, and non-exempt employees  
21 of the City and its Utilities (other than safety employees of the  
22 City) who are presently represented by labor organizations or  
23 who subsequently desire to be so represented. For purposes  
24 hereof "safety" employees shall be police and fire employees who  
25 are covered by separate local legislation.

26 SECTION 2. RIGHTS OF EMPLOYEES: City employees shall  
27 have the right to bargain collectively with and to be represented  
28 by such labor organization or organizations as so selected by a  
29 majority of City employees in an appropriate bargaining unit.  
30 "Appropriate bargaining unit" shall be defined, for purposes  
31 herein, as a group of employees experiencing a commonality of  
32 work and job function.



1           SECTION 3. RATIFICATION OF PRESENT RECOGNITION: In  
2 acknowledgment of the fact that the City presently recognizes and  
3 has labor agreements with six separate non-safety unions, the  
4 City does hereby ratify its recognition of these six organiza-  
5 tions. Such organizations are deemed to be the exclusive labor  
6 representatives of the employees they represent and such exclu-  
7 sive recognition is hereby ratified and confirmed. These labor  
8 organizations are: Firemen and Oilers; IAM; IBEW; OPEIU; IUOE;  
9 and Teamsters.

10           This ratification, as made in this Section 3, shall not  
11 be construed as a waiver or admission by the City with respect to  
12 any present or future contract disputes that the City may have  
13 with any such labor organization.

14           SECTION 4. RATIFICATION OF PRESENT LABOR AGREEMENTS:  
15 Inasmuch as the City currently has six non-safety labor  
16 agreements to which it is a party, such labor agreements are  
17 hereby ratified and confirmed. Such confirmation of existing  
18 labor agreements for the six unions herein referred to shall not  
19 be construed as a waiver or admission by the City with respect to  
20 any present or future contract disputes the City may have with  
21 any such labor organization. Furthermore, such confirmation does  
22 not extend any labor agreement beyond the term thereof as stated  
23 therein nor does such confirmation imply that any lapsed labor  
24 agreement is effective.

25           SECTION 5. MAJORITY STATUS: The City's commitment, as  
26 restated herein, is to allow for collective bargaining and effec-  
27 tive negotiation with its employees. Such collective bargaining  
28 and negotiation shall occur by and between the City and a labor  
29 organization so selected as the exclusive representative of  
30 employees in a bargaining unit. The six non-safety unions herein  
31 referred to have previously achieved such exclusive represen-  
32 tation status by an affirmation of a majority of the employees



1 within the appropriate bargaining units. Such recognition by the  
2 City shall be withdrawn only in the event that the City receives  
3 written confirmation from a majority of the employees in a par-  
4 ticular bargaining unit as to their preference not to be so  
5 represented. Such group of employees shall be free to select a  
6 new exclusive labor representative which shall become such upon  
7 submission to the City of written proof that at least a majority  
8 of the employees within the bargaining unit so prefer such new  
9 representation. Provided, however, that no de-authorization  
10 shall be effective while the labor organization has a labor  
11 agreement with the City that is in full force and effect.

12 SECTION 6. PAYROLL DEDUCTION: The City shall, upon  
13 written receipt of authorization from a City employee, deduct  
14 from the pay of such employee any fee designated or certified by  
15 the appropriate officer of the employee's labor organization and  
16 remit those fee or fees to the employee's organization. To  
17 revoke such authorization employees shall provide a written revo-  
18 cation to the City's Labor Director.

19 SECTION 7. AGENCY SHOP PROVISIONS: Existing labor  
20 agreements by and between the City and the six non-safety unions  
21 provide for agency shop provisions under which an employee within  
22 a bargaining unit is required to either join the labor organiza-  
23 tion or to pay dues. Such agency shop provisions are hereby  
24 ratified provided, however, that such agency shop provisions may  
25 be declared to be non-binding in the event the City receives  
26 written indication from thirty percent of the employees in such a  
27 bargaining unit.

28 SECTION 8. NEGOTIATION PROCESS. It shall be the obli-  
29 gation of the City and the applicable labor organizations to meet  
30 and bargain in good faith for collective bargaining purposes. To  
31 insure effective collective bargaining, as much as is possible,  
32 and to further expedite the collective bargaining process the



1 following negotiation procedure shall be utilized:

2 (a) To initially commence collective bargaining the  
3 parties shall follow the terms and conditions of their labor  
4 agreement with respect to notifications regarding the intent  
5 and desire to negotiate. The parties shall attend and  
6 collectively bargain in good faith at all negotiation  
7 meetings that may be required under each such collective  
8 bargaining agreement. This requirement to initially meet  
9 and negotiate shall include three mandatory collective  
10 bargaining sessions between the parties, such meetings all  
11 to take place within thirty calendar days after initial  
12 notification as provided by one party to the other con-  
13 cerning the commencement of collective bargaining;

14 (b) If after exhaustion of step (a) above, the parties  
15 have not reached an agreement, the parties will still be  
16 obligated to bargain in good faith. In that regard the par-  
17 ties shall be required to have at least two bargaining  
18 sessions within a fourteen calendar day period beginning  
19 upon the completion of the thirty calendar day period  
20 referenced in sub-paragraph (a) above;

21 (c) If impasse still exists after steps (a) and (b)  
22 above, then the parties shall continue to confer and meet  
23 for purposes of collective bargaining and the parties shall  
24 utilize a three member panel mediation committee. The three  
25 member panel shall be appointed as follows: a represen-  
26 tative designated by the Mayor, such representative not pre-  
27 viously involved in the collective bargaining process with  
28 the City and the union in question; a representative  
29 designated by the union, such representative not previously  
30 involved in the collective bargaining process with the City  
31 and the union in question; and a representative as  
32 designated by the Common Council not previously involved in



1 the collective bargaining process with the City and the  
2 union in question. Members of the panel shall serve without  
3 compensation. The three member panel shall perform  
4 mediation functions between the parties and shall be uti-  
5 lized to define the differences between the parties; their  
6 respective positions; and to evaluate each such position  
7 only in light of certain factors those being: wage  
8 increases given to other City employees; affordability to  
9 the City; and comparisons with similar employees within  
10 other cities of the second class in the State of Indiana and  
11 local public employees. The three member panel shall have  
12 the right to meet with either side alone or with both sides  
13 and further require meetings between the parties for pur-  
14 poses of collective bargaining. Such mediation process  
15 under this sub-paragraph (c) shall occur for a period of  
16 thirty calendar days.

17 The time limits and other requirements as referenced in sub-  
18 paragraphs (a), (b) and (c) may be altered or changed by mutual  
19 agreement of the City and the appropriate labor organization.  
20 The requirements to bargain and negotiate as herein referenced in  
21 this Section 8 shall not impose upon either side the duty to  
22 bargain over issues that are part and parcel of a collective  
23 bargaining agreement that have not expired. That is, unlike  
24 wages which must be negotiated annually, certain terms and con-  
25 ditions contained in a collective bargaining agreement will have  
26 a duration of greater than one year. If the term for such issues  
27 has not elapsed, then there shall be no requirement to bargain  
28 over same.

29 In addition, during steps (a), (b) and (c) both parties  
30 shall adhere to the terms and conditions of the collective  
31 bargaining agreement even though same may have expired on its  
32 face. That is, such agreement shall be deemed to be in full



1 force and effect during steps (a), (b) and (c) and the City shall  
2 not have the right to terminate the agreement during such period  
3 nor the right to unilaterally change the terms and conditions  
4 thereof including the payment of wages. Likewise, the union  
5 shall be obligated to follow the terms and conditions of the  
6 appropriate collective bargaining agreement during such steps.

7 SECTION 9. ECONOMIC RECOURSE: After completion of  
8 steps (a), (b) and (c), as contained in Section 8 above and an  
9 impasse still exists, both parties are urged to continue collec-  
10 tive bargaining in hopes of reaching a settlement. Unless time  
11 limits are mutually extended by the parties, each party shall  
12 have rights as contained in this Section 9. Either party shall  
13 have the right to terminate the collective bargaining agreement  
14 by serving written notice upon the other with a copy of same  
15 being given to the three member panel. Such notice shall indi-  
16 cate that the notifying party is desirous of terminating the  
17 labor agreement, specifying in the notice the date upon which  
18 termination shall occur, such date being no less than seven days  
19 from date of giving of notice. During this seven day period, the  
20 parties shall attempt to meet and confer. In addition, the three  
21 member panel shall have the right within such seven day period or  
22 other longer notice period, if so provided, to require the par-  
23 ties to meet and negotiate one additional time within the notice  
24 period. Upon the lapsing of the notice period the union may  
25 resort to appropriate economic recourse including but not limited  
26 to the right to strike. Such strike must be duly sanctioned by  
27 the labor organization and any and all such picketing associated  
28 with the strike shall be off work premises. The right to strike  
29 shall not include a right to a slow down at work but rather a  
30 striking employee shall be required to leave work. Appropriate  
31 rules governing strikes and picketing with respect to peace-  
32 fulness; access to City property; and private property shall be



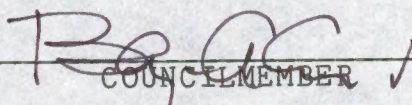
1 observed. In the event a labor agreement is terminated as  
2 herein provided, the City shall no longer, at its option, be  
3 bound by the labor agreement. In addition, and to insure the  
4 proper and prompt provision of governmental services, the City  
5 shall have the right to replace and/or terminate any such  
6 striking employees or other employees who are absent from work  
7 without authorization in conjunction with the labor dispute bet-  
8 ween the parties. The City shall also have the right to directly  
9 appeal to the membership of the union concerning the City's  
10 contractual offers.

11 SECTION 10. Severability: If any term or provision of  
12 this ordinance is deemed to be unenforceable, illegal or  
13 unconstitutional or otherwise invalid as so deemed by a court of  
14 competent jurisdiction, then the remaining provisions of this  
15 ordinance shall not be affected thereby.

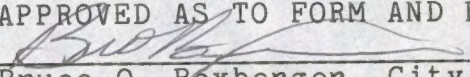
16 SECTION 11. Construction: This agreement shall be  
17 construed in accordance with the laws of the State of Indiana and  
18 this ordinance shall not deem to apply to the City or any labor  
19 organization or employee, any federal or state law not otherwise  
20 applicable.

21 SECTION 12. COMMON COUNCIL APPROVAL: Notwithstanding  
22 anything herein to the contrary, all decisions in regards to  
23 annual pay and monetary fringe benefits shall be subject to  
24 approval by the Common Council, in accordance with budgetary  
25 guidelines, as provided by I.C. 36-4-7-3.

26 SECTION 13. EFFECTIVE DATE: This ordinance shall be in  
27 full force and effect commencing January 1, 1987, assuming same  
28 has been passed by the Common Council and duly approved by the  
29 Mayor.

30   
COUNCILMEMBER ✓

31 APPROVED AS TO FORM AND LEGALITY.

32   
Bruce O. Boxberger, City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1986.



Read the first time in full and on motion by E. Stier, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Regulations (and the Cit Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayn Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.

DATE: 3-25-86 Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____	_____
<u>BRADBURY</u>	_____	_____	_____	_____	_____
<u>BURNS</u>	_____	_____	_____	_____	_____
<u>EISBART</u>	_____	_____	_____	_____	_____
<u>GiaQUINTA</u>	_____	_____	_____	_____	_____
<u>HENRY</u>	_____	_____	_____	_____	_____
<u>REDD</u>	_____	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	_____	_____

DATE: \_\_\_\_\_ Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

ATTEST: (SEAL)

Sandra E. Kennedy, City Clerk Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S.T.

Sandra E. Kennedy, City Clerk

Approved and signed by me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S.T.

Win Moses, Jr., Mayor



**FACT SHEET**

G-85-11-64,

BILL NUMBER

**Division of Community  
Development & Planning****BRIEF TITLE**

Street Vacation Ordinance

**APPROVAL DEADLINE****REASON****DETAILS****Specific Location and/or Address**

Portion of Wabash Avenue

**Reason for Project**WITHDRAWN AT THE REQUEST OF PETITIONER'S  
ATTORNEY**Discussion (Including relationship to other Council actions)****POSITIONS****Sponsor****RECOMMENDATIONS**

City Plan Commission

**Area Affected**

City Wide

Other Areas

**Applicants/  
Proponents****Applicant(s)**

Tokheim Corporation

City Department

Other

**Opponents**

Groups or Individuals

Basis of Opposition

**Staff  
Recommendation**☐ For☐ Against

Reason Against

**Board or  
Commission  
Recommendation****By**☐ For☐ Against☐ No Action Taken☐ For with revisions to condition  
(See Details column for condition)**CITY COUNCIL  
ACTIONS**  
(For Council  
use only)☐ Pass☐ Other☐ Pass (as  
amended)☐ Hold☐ Council Sub.☐ Do not pass



**DETAILS**

**POLICY/PROGRAM IMPACT**

Policy or Program Change	<input type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(This space for further discussion)

**Project Start**

**Date** October 1, 1985

**Projected Completion or Occupancy**

**Date** May 20, 1986

**Fact Sheet Prepared by**

**Date** May 20, 1986

Patricia Biancaniello  
**Reviewed by**

**Date** May 20, 1986

*Gary Burtin*  
**Reference or Case Number**

*May 21, 1986*



BILL NO. S-86-03-35

*Hold*

*Withdraw*

REPORT OF THE COMMITTEE ON REGULATIONS

WE, YOUR COMMITTEE ON REGULATIONS TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) CONFIRMING THE CITY'S  
COMMITMENT TO COLLECTIVE BARGAINING AND NEGOTIATION WITH THE  
EMPLOYEES

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(~~RESOLUTION~~)

YES

NO

*[Signature]*  
BEN A. EISBART  
CHAIRMAN

*[Signature]*  
JANET G. BRADBURY  
VICE CHAIRWOMAN

*[Signature]*  
DONALD J. SCHMIDT

*[Signature]*  
THOMAS C. HENRY

*[Signature]*  
CHARLES B. REDD

CONCURRED IN 527-86

*[Signature]*  
SANDRA E. KENNEDY  
CITY CLERK